



Terms of Service for TimeSolv Referral Program

These terms apply to TimeSolv Referral Program (“Program”). By referring a friend using the Program, the referee and referred agree to be bound by these terms and conditions. We each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between you and TimeSolv Corporation must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis. Participation in the Program is prohibited where void by applicable law or regulation. The Program is only available through www.timesolv.com.

Eligible Referrals: To make referrals, you must provide us with your name and a valid email address. You must also be a current TimeSolv customer. Companies that are referred shall not have any affiliation or association with yourself.

Permission to Contact Referrals: You are giving TimeSolv Corporation permission to reach out and contact the referral via email or phone.

Tax: You are responsible for any and all tax liabilities associated with the Program.

Modifications/Termination: TimeSolv reserves the right to terminate or modify any terms or conditions of the Program and the terms and conditions of this agreement. Currently applicable terms will be posted on www.timesolv.com/referrals.

Liabilities: TimeSolv Corporation hereby disclaims any and all warranties and any liability related to the Program including website downtime.

Compensation

- a. Commissions will only be paid for referred prospects that become paying customers within 120 days.
- b. Only the first referral will be eligible for commission in case more than one person has referred a particular prospect.
- c. All commissions are paid in US dollars. Referral partners can choose to receive commissions either as credit to their TimeSolv subscription or as Amazon.com gift card.
- d. Commissions are paid by the 25th of the twelfth month after a referred customer pays for a TimeSolv subscription.
- e. In the event a subscription fee is refunded back to the customer or a customer cancels the monthly subscription before 12 months have elapsed, TimeSolv may deduct from the balance of any commissions earned by the partner that are unpaid as of the date of notification regarding canceled monthly subscription. TimeSolv may in its sole discretion invoice the referee for any commission paid to the referee, which was associated with the canceled subscription.
- f. TimeSolv may deduct any commissions paid in error and invoice the referee for refund of such commissions.

Governing law: This agreement shall be interpreted under the laws of the state of Minnesota. Any and all legal actions relative to the Program shall be in the courts of Dakota County, Minnesota.